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TERMS AND CONDITIONS

1. It is understood and agreed that the authority granted hereunder is and shall be deemed to be a license revocable at the sole discretion of the Licensor, the New Jersey Turnpike Authority (hereinafter "Turnpike Authority"), or its successors or assigns, and shall not be construed to be a grant or conveyance of any interest in land or of any other right or interest in property, any provisions of this license or of the exhibits attached hereto to the contrary notwithstanding.

2. It is understood and agreed that the plans and specifications for the construction of facilities contemplated by this license are intended to provide that the construction, reconstruction, maintenance, repair and operation of said facilities and all work in connection therewith, shall be done, performed, arranged and conducted in such a manner that there shall be at no time, presently or in the future, any interruption in the use of, or traffic upon, the New Jersey Turnpike (hereinafter "Turnpike"), or interference with or delay of construction or maintenance work by reason of the presence of said facilities or any work thereon by the Licensee or its contractors without the express written approval of the Turnpike Authority as provided in Paragraph 11 hereof.

If, in the opinion of the Turnpike Authority, any work herein authorized will interrupt the use of the Turnpike or traffic thereon, or delay or interfere with construction or maintenance work, or present danger to the use of the Turnpike, or if any work is not performed in accordance with the attached plans or in accordance with the regulations of persons, or firms retained by the Turnpike Authority as provided in Paragraph 5 hereof, the Turnpike Authority may order all work suspended pending written notice to the Licensee of the terms and conditions upon which it will be allowed to resume work in compliance with said terms and conditions by the Licensee.

3. This license is granted upon the express condition that the construction and installation work herein authorized shall be completed on or before _____ pursuant to the terms of this license. In case the construction and installation work contemplated by this license has not been completed on or before said date and an extension of time has not been sought and granted prior to said date, work shall cease and shall not recommence without prior written approval of the Chief Engineer of the Turnpike Authority.

4. Whenever the Licensee wishes to undertake repairs or special maintenance work upon or about said facilities within the Turnpike right-of-way, it shall, unless prevented by the necessity for emergency action, give the Turnpike Authority reasonable advance notice of its intention and the work contemplated, and obtain prior written approval therefore in accordance with the provisions of Paragraph 11 hereof. The Turnpike Authority reserves the right to make emergency repairs at the sole cost and expense of the Licensee when in the sole discretion of the Turnpike Authority, such repairs are necessary to protect the Turnpike or patrons thereon.

5. The Licensee through its contractor agrees to bear all costs and expenses attributable to the construction, reconstruction, maintenance, repair and operation of said facilities including but not limited to

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the cost of safeguarding the public and traffic on the Turnpike and the cost of obtaining any and all permits required by any regulatory agency with jurisdiction over Licensee. The Licensee further agrees to bear all costs and expenses for the relocation, alteration, modification and reconstruction of said facilities made necessary by the enlargement, alteration, modification or extension of the Turnpike. Further, the Licensee agrees to bear the cost and expense incurred by the Turnpike Authority for inspection of the operations conducted hereunder and the Turnpike Authority shall have the right, in its sole discretion, to designate as such inspectors, any engineers or specialized engineering firm deemed necessary for the protection of its property rights and the public using the Turnpike.

Said inspectors, engineers or specialized engineering firms so retained shall not be considered agents, servants or employees of either the Licensee or the Turnpike Authority, and their duties shall be limited to the observation of operations and the submission to the Turnpike Authority of periodic reports concerning the status of the work, containing recommendations to insure the completion of the work in accordance with the attached schedules. It is understood and agreed that the commitments and obligations made and assumed by the Licensee elsewhere shall in no way be diminished, circumscribed or in any way affected by the retention of experts and inspectors by the Turnpike Authority as hereinabove provided.

6. The Licensee hereby states that it has full knowledge of the Turnpike facilities constructed or to be constructed on, over, under or adjacent to the proposed facility and the use to which they are or will be put, and agrees that no liability will attach to the Turnpike Authority for damage thereby caused to the proposed facility. The Licensee further agrees that no liability will attach to the Turnpike Authority for damage to the proposed facility by any reconstruction, maintenance, use or operation of Turnpike Authority facilities as they now are or as they may in the future be extended, modified, constructed, altered or enlarged, whether now planned or not.

7. It is understood and agreed that prior to the commencement of any work of any nature whatsoever and before entry by the Licensee and/or its contractor on Turnpike property, the Licensee, or its contractor if the work is to be performed by a contractor, shall furnish to the Turnpike Authority satisfactory proof of the following minimum amounts of insurance:

A. Comprehensive General Liability Insurance. The minimum limits of liability for this insurance shall be as follows:

\$2 Million combined Single Limit of Liability for Bodily Injury or Property Damage.

The above required Comprehensive General Liability Insurance shall name the Turnpike Authority, its officers, employees, and agents as additional insureds. The coverage to be provided under this policy shall be at least as broad as the standard basic unamended and unendorsed comprehensive general liability policy. Moreover, such policy shall be endorsed so as to include insurance protection against property damage caused by explosion, collapse, and interference with existing underground and overhead facilities. The insurance policy shall be endorsed to include Broad Form Property Damage, Contractual Liability, Completed Operations, and Independent Contractors.

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B. Comprehensive Automobile Liability Insurance. The Comprehensive Automobile Liability policy shall cover owned, nonowned and hired vehicles with minimum limits as follows:

\$2 Million Combined Single Limit of Liability for Bodily Injury or Property Damage.

C. Owner's Protective Insurance. The Contractor shall obtain and maintain a separate Owner's Protective Policy in the same minimum amounts as specified for Comprehensive General Liability Insurance in (A) above. The policy shall be written for the benefit of the "Turnpike Authority, its officers and employees" and they shall be named as the insured.

D. Worker's Compensation. New Jersey Statutory limit. All policies required shall include an endorsement requiring thirty (30) days prior written notice to the Turnpike Authority before any change or cancellation becomes effective. All required insurance shall remain and be maintained in full force and effect until completion of the work contemplated herein. Contractual liability insurance as required under the provisions of sub-paragraph A hereof shall be in accordance with Paragraph 8 of this license. Approval or lack of disapproval by the Turnpike Authority of the insurance furnished hereunder shall not relieve the Licensee of its full responsibility for damages under common law and as herein set forth.

Any provisions regarding insurance requirements may be modified by the Turnpike Authority in the future, without any approval of the Licensee in order to reflect the necessity for increased limits and/or coverage. The Licensee shall immediately provide necessary modification to the certificates of insurance within ten (10) days notice by the Turnpike Authority. Failure to provide same within the time required shall result in termination of the license.

8. The Licensee hereby agrees, at its own expense, to comply with any existing or hereafter enacted environmental protection or environmental cleanup responsibility laws or regulations which affect Licensee's operation of the facilities for which this license is granted. Licensee's responsibility shall include, without limitation, obtaining all appropriate permits and approvals prior to commencing its work under this license; making all necessary submissions to the appropriate regulatory agencies charged with enforcing any applicable environmental or other laws or regulations which affect Licensee's operation of the facilities for which this license is granted; and undertaking, at Licensee's own expense, any monitoring or cleanup required pursuant to any applicable environmental cleanup responsibility law or regulation. Licensee, at its own expense, shall promptly provide copies of all submissions made to any regulatory agency pursuant to this paragraph to the New Jersey Turnpike Authority. Licensee, at its own expense, shall promptly provide copies of all field reports, laboratory and analytical data, and all QA/QC documents to the Turnpike Authority. If any cleanup must be undertaken because of any spills or discharges or hazardous substances or wastes at the premises which occur due to any action or inaction of Licensee, its agents, servants, and employees during the term of this license, then Licensee shall, at its own expense, prepare and submit the required plans and financial assurances and carry out the approved plan. The New Jersey Turnpike Authority shall have the right to approve any cleanup plan prepared pursuant to the provisions of this paragraph. At all times during Licensee's operation of the facilities for which this license is granted, Licensee shall permit the Turnpike Authority, its agents, servants and employees, access to the premises for the purposes of environmental inspections and sampling; Licensee shall not restrict access to

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any part of the premises. At no expense to the Turnpike Authority, Licensee shall promptly provide all information requested by the Turnpike Authority for preparation of a non-applicability affidavit, de minimis quantity exemption application or other submission and shall promptly sign such affidavits and submissions when requested by the Turnpike Authority. Licensee's failure to abide by the terms of this paragraph shall be restrainable by injunction.

The Licensee through its contractor hereby agrees to defend, indemnify and save harmless the New Jersey Turnpike Authority, its officers, agents, servants and employees, and each and every one of them, from and against all suits, costs (including reasonable legal fees), claims, expenses, liabilities and judgments of every kind and description, whether threatened or actual, including claims, suits, costs, expenses and judgments of agents, servants, employees and contractors of the Licensee and from and against all damages and expenses to which the Turnpike Authority may be subjected by reason of the construction, reconstruction, maintenance, repairs, alteration or operations of the facilities for which this license is granted, including without limitation, any claims suits, costs, expenses and judgments by reason of any damage to or destruction of the environment whatsoever including, without limitation, the disturbance of or placement of fill in wetlands, caused by, resulting from, arising out of or occurring in connection with the performance of the work described in this license, or incidental or appertaining thereto, or in connection with the creation of wetlands by the Licensee. This paragraph shall survive the expiration of this license.

9. It is understood and agreed that the Licensee at its sole cost and expense will restore all Turnpike property of whatever nature, which in the opinion of the Chief Engineer is destroyed or in any way disturbed by the construction or installation herein authorized or by any future maintenance of the said facility to at least the condition in which it was prior to entry by the Licensee. Any and all restoration work required shall be undertaken and completed in accordance with the specifications as set forth in the New Jersey Turnpike Authority Standard Specifications (5th Edition, 1987). The Licensee agrees to undertake work required in the opinion of the Turnpike Authority within thirty (30) days of written notice by the Turnpike Authority and complete said work within sixty (60) days of said notice. Should said work not be undertaken and/or completed within the specified time, the Turnpike Authority shall have the option and right to undertake and/or complete said work with its own forces and/or outside agents or contractors, and the Licensee agrees it shall, upon written notice, pay all costs or charges incurred by the Turnpike Authority by reason of said work.

10. Nothing herein contained shall be construed as an intention to grant, or as a grant of, any rights of an exclusive nature or paramount to any rights, permits or licenses heretofore or hereafter granted or conveyed by the Turnpike Authority.

11. It is understood and agreed that no construction or other operations shall commence under this license until the Licensee has applied for, through the Chief Engineer, and been granted a Traffic Permit from the Office of the Director of Operations of the New Jersey Turnpike Authority. Application shall be made in writing by the Licensee and shall state the name and address of the contractor, if any, who is to perform the work, in addition to any further information required by said Director of Operations. Under no circumstances shall the work authorized by this license be performed by any party, person, firm or corporation other than the contractor named in the Traffic Permit. Written application for approval of same shall be made to the Director of Operations in the manner hereinabove set forth, and the proposed

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contractor or party, shall submit satisfactory evidence of insurance in the same limits and with the same coverage provided by the Licensee.

12. In the event that there is any conflict between or contradiction in the terms of this license and the Exhibits attached hereto or the specifications promulgated by the Licensee for this installation, the terms, conditions, covenants and obligations of this license shall be paramount and shall on all occasions, govern and control the installation.

When all construction activity granted under this license is nearing completion, it is the responsibility of the Licensee to notify the Turnpike Authority and schedule a final inspection on all work. The Turnpike Authority will notify the Licensee of all deficiencies. After the Licensee has corrected all deficiencies satisfactory to the Turnpike Authority, the Licensee is then to submit "as-built" drawings to the office of the Chief Engineer of the Turnpike Authority, said "as built" drawings shall show exact location and profile of installation.

14. The special provisions listed below shall be deemed to be a part of this License.

A. The Licensee shall establish an escrow account with the New Jersey Turnpike Authority having an initial amount of \$_____ to reimburse the Turnpike Authority for expenses incurred for inspection services, emergency repair costs and other costs outlined in Paragraphs 5, 14G and 14M contained herein. At the conclusion of the work and after receipt of As-Built drawings as noted in Paragraph 13 herein, the Turnpike Authority will advise the applicant of the final amount incurred. Any money remaining in the escrow account will be returned.

If during the course of the work the Contractor falls behind schedule or encounters other difficulties which will directly cause the Turnpike Authority's inspection, repair, and traffic protection costs to increase, the Licensee shall be responsible for submitting the reasonable additional funds required. The Licensee shall submit the reasonable funds within five (5) working days from receipt of written notice to supplement the escrow account from the Turnpike Authority.

B. The Licensee shall provide to the Turnpike Authority, eight (8) sets of plans signed and sealed by a New Jersey Licensed Engineer prior to the License being executed by the Turnpike Authority.

C. A preconstruction conference will be scheduled by the Office of the Chief Engineer through its -----
----- The Licensee and/or his contractor shall contact _____ at
(732)247-0900, extension _____, to determine the time and place of the meeting.

D. A traffic permit application, insurance provisions and indemnification statement discussed herein and provided with the traffic permit application shall be submitted to the Turnpike Authority no later than the time of the preconstruction meeting.

E. Before construction operations have started on the Turnpike Authority's property, the Licensee and/or its Contractor shall take and provide 8" x 10" color photographs showing the progress of work. An average of six views shall be taken during the following periods: Preconstruction; during construction; and post construction. Two color prints and the negatives of each view shall be

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submitted to the Turnpike Authority, without charge, promptly after taking the photographs.

- F. The Licensee, its engineers and contractors shall provide the staff of the Turnpike Authority's Engineering Department and its designees or representatives with continuous access to the construction site for their routine inspections.
- G. The Licensee agrees to repair or replace any property or utilities belonging to the Turnpike Authority that may be damaged as a result of the Licensee and/or contractor's operation. The Licensee shall be responsible to reimburse the Turnpike Authority for time, equipment and materials associated with any repair the Turnpike Authority may perform with its Maintenance Department and for costs reasonably incurred for hiring a third party to perform repairs in connection with utilities, fence, curbing, or any other property damaged either by the Licensee or its contractor. The Licensee shall also be responsible for reimbursing the Turnpike Authority for any administrative and inspection costs pertaining to repairs.
- H. The Licensee and/or its contractor are prohibited from directing the display of company logos or signs towards Turnpike patrons.
- I. There shall be no overnight storage of materials or parking of vehicles by the Licensee, its engineers and contractors within the Turnpike right-of-way.
- J. The contractor shall secure the right-of-way fence at all times. Methods for securing the right-of-way shall be approved by the Turnpike Authority's representative.
- K. As noted in Section 13 herein, the Licensee shall submit a tracing, sepia mylar quality or better, of Exhibit "A" having the as-built data superimposed thereon for the Turnpike Authority's files.
- L. All the Turnpike Authority's Standard Specifications and Drawings shall govern certain aspects of the work including, but not necessarily limited to, safety devices, services, site restoration and precast concrete construction barrier. All shop drawings and details required by the Licensee's contractor for submittal to the Licensee's engineer, and as otherwise required by the Turnpike Authority" representative, shall also be submitted to the Turnpike Authority's representative for review and approval. Such submittal shall include but not necessarily be limited to the following:
 - 1. Soil Erosion and Sediment Control Plan and approval from appropriate Soil Conservation District;
 - 2. Site restoration;
 - 3. Precast Concrete Construction Barrier;
 - 4. Temporary Impact Attenuators
- M. The Turnpike Authority shall attend a final inspection, the Licensee will require its contractor to correct any deficiencies to the satisfaction of the Chief Engineer of the Turnpike Authority or his designee.
- N. Consent to utilize the property of the New Jersey Turnpike Authority for construction activities in no

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way constitutes rights in or to said property or transfer of any property interest, express or implied, to the Licensee.

O. This license shall be binding upon and inure to the benefit of Licensee's successors and assigns.

IN WITNESS WHEREOF, the New Jersey Turnpike Authority has caused its corporate seal to be hereunto affixed, and these presents to be executed by its proper officer (s), thereunto duly authorized, all as of the day and year first above written.

NEW JERSEY TURNPIKE AUTHORITY

APPROVED:

Randy Corman
Director of Law

Richard J. Raczynski
Chief Engineer

ATTEST:

Diane Scaccetti
Secretary

Edward Gross
Executive Director

LICENSEE:

ATTEST:
